

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429949

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Horizon Hobby, LLC		05/26/2017	Limited Liability Company: DELAWARE
Horizon Precision Systems LLC		05/26/2017	Limited Liability Company: ILLINOIS
HHI Group, LLC		05/26/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	120 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	chartered bank: ILLINOIS

PROPERTY NUMBERS Total: 135

Property Type	Number	Word Mark
Registration Number:	5079683	5IVE-B
Registration Number:	4203490	5IVE-T
Registration Number:	4847674	6IX
Registration Number:	5134675	ABSOLUTE FORCE
Registration Number:	4773082	ALLUSIVE
Registration Number:	5061098	ALPHA-6
Registration Number:	5142301	AMP
Registration Number:	3966635	APPRENTICE
Registration Number:	4695602	ARTIZAN
Registration Number:	4091089	AS3X
Registration Number:	4688013	AS3XTRA
Registration Number:	4830960	ASCENDER
Registration Number:	2199877	ATHEARN
Registration Number:	4642366	AVC
Registration Number:	5100838	BAJA REY

CH \$3390.00 5079683

Property Type	Number	Word Mark
Registration Number:	5138902	BARRAGE
Registration Number:	4714098	BEATBOX
Registration Number:	3726133	BIND-N-FLY
Registration Number:	3342743	BLADE
Registration Number:	4993042	BNF
Registration Number:	4997787	BNF
Registration Number:	4679094	C-RAY
Registration Number:	4632601	CARBON-Z
Registration Number:	4861141	CHROMA
Registration Number:	5005065	CONSCENDO
Registration Number:	4695592	DELTA RAY
Registration Number:	3828309	DELTA-V
Registration Number:	3828310	DELTAV
Registration Number:	5005126	DIRTRAGE
Registration Number:	5005127	DIRTSMITH
Registration Number:	4767383	DREAM. EXPLORE. FLY.
Registration Number:	3040637	DSM
Registration Number:	4081262	DSM X
Registration Number:	4091102	DSM2
Registration Number:	4839289	DSMR
Registration Number:	4012639	DSMX
Registration Number:	3295527	DUALINK
Registration Number:	3334879	DYNAMITE
Registration Number:	3068160	E-FLITE
Registration Number:	4258835	ECX
Registration Number:	4835633	EFC
Registration Number:	3929776	ELECTRIX RC
Registration Number:	3639006	EMBER
Registration Number:	2948897	EVOLUTION
Registration Number:	2948896	EVOLUTION E
Registration Number:	3062349	FAST SERVE
Registration Number:	4714096	FAZE
Registration Number:	5061100	FOCAL
Registration Number:	3932461	FORCE
Registration Number:	5111298	FORCE RC
Registration Number:	5111300	F
Registration Number:	5005128	FULLWICK
Registration Number:	3422744	FUNTANA

Property Type	Number	Word Mark
Registration Number:	3174217	GENESIS
Registration Number:	4801223	GLIMPSE
Registration Number:	4695600	HÄLIX
Registration Number:	2538343	HANGAR 9
Registration Number:	4301904	HOBBIES FOR GOOD
Registration Number:	2526081	HOBBY ZONE
Registration Number:	2848727	HOBBYZONE
Registration Number:	3714520	HOBBYZONE
Registration Number:	4231304	HORIZON ATTITUDE
Registration Number:	4152879	HORIZON H O B B Y
Registration Number:	4152787	HORIZON HOBBY
Registration Number:	4982171	HORIZON HOBBY
Registration Number:	4969238	HORIZON PRECISION SYSTEMS
Registration Number:	4966269	INDUCTRIX
Registration Number:	2746674	JR
Registration Number:	2746675	JR
Registration Number:	2994781	JUST FLY
Registration Number:	4562569	KALAHARI
Registration Number:	4562452	KEMORA
Registration Number:	4714097	KICKFLIP
Registration Number:	4823935	KINEXSIS
Registration Number:	3481677	LOSI
Registration Number:	3209209	MACH
Registration Number:	4947833	MACH 25
Registration Number:	3422363	MCHENRY
Registration Number:	3373563	MICRO-T
Registration Number:	2933007	MINI T
Registration Number:	4351443	MYSTIQUE
Registration Number:	2848725	O
Registration Number:	4857004	OUTBURST
Registration Number:	2968715	PARKZONE
Registration Number:	3790709	PHOENIXRC
Registration Number:	3143541	PLUG-N-PLAY
Registration Number:	3342622	PRO BOAT
Registration Number:	3422367	RACE ROLLER
Registration Number:	3693794	RADIAN
Registration Number:	5112152	REACT
Registration Number:	3463647	REACTION

Property Type	Number	Word Mark
Registration Number:	4959925	REACTION
Registration Number:	2528546	READY TO ROLL
Registration Number:	3439714	RECOIL
Registration Number:	4145219	REVOLUTION
Registration Number:	5023787	ROOST
Registration Number:	3103445	
Registration Number:	3138084	ROUNDHOUSE
Registration Number:	4009689	RUCKUS
Registration Number:	4587289	SAFE
Registration Number:	4207237	SCIMITAR
Registration Number:	4258904	SERIOUS FUN
Registration Number:	3439715	SHOCKWAVE
Registration Number:	3952657	SIMPLIFLY
Registration Number:	4780459	SLICKROCK
Registration Number:	3021979	SLO-V
Registration Number:	3755589	SMARTDIFF
Registration Number:	4886123	SPEEDPACK
Registration Number:	3080770	SPEKTRUM
Registration Number:	4372672	SPLENDOR
Registration Number:	4861144	STEALTHWAKE
Registration Number:	4823968	STRATOCAM
Registration Number:	1528416	TEAM LOSI
Registration Number:	4691173	TEAM LOSI RACING
Registration Number:	4847664	TEMPER
Registration Number:	5115759	THE OPERATOR'S CHOICE
Registration Number:	5111344	THEORY
Registration Number:	5061122	THRUST
Registration Number:	4009335	TLR
Registration Number:	4837767	TURBOKICK
Registration Number:	4372667	TWIN HAMMERS
Registration Number:	1462800	ULTRACOTE
Registration Number:	4675480	UPSHOT
Registration Number:	3604150	VAPOR
Registration Number:	4372067	VATERRA
Registration Number:	4376587	VATERRA KALAHARI
Registration Number:	4372670	VISIONAIRE
Registration Number:	4861143	VORACITY
Registration Number:	4699321	VTV

Property Type	Number	Word Mark
Registration Number:	4621263	WAKE YOUR WORLD.
Registration Number:	4773106	WHIPIT
Registration Number:	3832311	XCELORIN
Registration Number:	5014553	ZELOS
Registration Number:	5056113	ZEYROK
Registration Number:	4966266	ZUGO

CORRESPONDENCE DATA

Fax Number: 3146673633

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thomas A. Polcyn

Address Line 1: One US Bank Plaza

Address Line 2: Thompson Coburn LLP

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER: Thomas A. Polcyn

SIGNATURE: /thomas a. polcyn/

DATE SIGNED: 06/05/2017

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is executed and delivered as of May 26, 2017, by Horizon Hobby, LLC, a Delaware limited liability company, formerly known as Horizon Hobby, Inc. ("Borrower"), Horizon Precision Systems LLC, an Illinois limited liability company formerly known as Horizon Precision Systems Integral LLC ("HPS"), and HHI Group, LLC, a Delaware limited liability company ("Holdings"; together with Borrower and HPS are each individually a "Loan Party" and collectively, the "Loan Parties"), to The PrivateBank and Trust Company (in its individual capacity "PrivateBank"), as administrative agent ("Administrative Agent"), for the benefit of the "Lenders" (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lenders are providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Loan Parties evidenced by, among other documents, (i) that certain Loan and Security Agreement of even date herewith by and among Loan Parties, the other parties thereto, the financial the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the "Lenders") and Administrative Agent (as amended or restated from time to time, the "Loan Agreement"), and (ii) any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the Loan Agreement (the "Other Documents") (the Other Documents, together with the Loan Agreement are collectively, the "Loan Documents");

WHEREAS, pursuant to the Loan Agreement, Loan Parties granted to Administrative Agent a security interest and lien in and to all of Loan Parties' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lenders are willing to provide the Financial Accommodations to Loan Parties, provided, among other things, Loan Parties execute and deliver this Agreement to Administrative Agent for the benefit of all Lenders.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Loan Parties and Administrative Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Parties covenant unto and agree with Administrative Agent as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Loan Party hereby grants and conveys to Administrative Agent, for the benefit of the Lenders, a security interest and lien in and to all of such Loan Party's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the "Intellectual Property Collateral");

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of such Loan Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Loan Parties acknowledge and agree that upon the occurrence and during the continuation of an Event of Default, and upon written notice to Loan Parties, the Intellectual Property Collateral shall be immediately conveyed to Administrative Agent without any further action by any party, and Administrative Agent shall have the power to use and/or sell the Intellectual Property Collateral. Loan Parties covenant and agree to execute and deliver to Administrative Agent all agreements, instruments, documents and other written matter that Administrative Agent may request, in form and substance acceptable to Administrative Agent, to perfect and maintain perfected Administrative Agent's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

The Administrative Agent and Loan Parties acknowledge and agree that while the grant of a security interest set forth above shall encompass all registered and non-registered Intellectual Property Collateral, the Exhibits attached hereto shall only list the registered Trademarks, Patents and Copyrights owned by each Loan Party. Upon Administrative Agent's request, in its commercially reasonable discretion, Loan Parties shall provide a detailed list of all non-registered Intellectual Property and do any and all acts and execute any and all instruments, documents and agreements reasonably required by Administrative Agent to further evidence or perfect Lender's security interest in the non-registered Intellectual Property Collateral.

3. **Restrictions on Future Agreements.**

A. Loan Parties agree that until the Obligations shall have been paid in full in cash and the Loan Documents have been terminated, Loan Parties will not, without Administrative Agent's prior written consent, enter into any document, instrument or agreement which is inconsistent with Loan Parties' obligations under this Agreement. Loan Parties further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Agreement. Notwithstanding the foregoing provisions of this Section 3.A. and provided no Event of Default then exists, Loan parties may license or sublicense on an exclusive or non-exclusive basis to unaffiliated third parties any Intellectual Property Collateral in the ordinary course of business on an arm's length basis to the extent such license or sublicense shall not materially and adversely interfere with the Loan Parties' business, operations or value.

B. Each Loan Party hereby represents and warrants to Administrative Agent that other than exclusive or non-exclusive licensing of the Intellectual Property Collateral permitted in Section 3.A. above, such Loan Party has not granted any license or security interest to any Person other than Administrative Agent in connection with any of the Intellectual Property Collateral. Except as permitted in Section 3.A., each Loan Party hereby covenants unto Administrative Agent that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Loan Party shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Administrative Agent's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Loan Party represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", and "C" respectively constitute all of the registered trademarks, trademark registrations, registered patents, patent registrations, registered copyrights, and applications therefor now owned by such Loan Party. If, prior to payment of the Obligations in full, such Loan Party shall (i) obtain rights to any new registered Intellectual Property, or (ii) become entitled to the benefit of any registered Intellectual Property, the provisions of Paragraph 2 above shall automatically apply thereto and such Loan Party shall provide Administrative Agent with immediate notice thereof. Loan Parties hereby authorize Administrative Agent to modify this Agreement by amending Exhibits "A", "B", and "C" to include any future registered Intellectual Property.

5. **Royalties; Terms.** Each Loan Party hereby agrees that the use by Administrative Agent of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Administrative Agent to Loan Parties. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Administrative Agent of the Obligations in full and the termination of the Loan Documents.

6. **Administrative Agent's Right to Inspect.** Administrative Agent shall have the right to inspect Loan Parties' premises and to examine Loan Parties' books, records and operations, including, without limitation, Loan Parties' quality control processes during regular business hours after reasonable notice to such Loan Party has been delivered by the Administrative Agent. Upon the occurrence and during the continuation of an Event of Default, Loan Parties agree that Administrative Agent shall have the right to establish such additional product quality controls as Administrative Agent, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Loan

Parties under the Trademarks, Patents, Copyrights or Licenses. Each Loan Party agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products without Administrative Agent's prior written consent except where such changes or alterations are deemed warranted by such Loan Party in its commercially reasonable business discretion. Notwithstanding the foregoing provisions of this Section 6 and provided no Event of Default then exists, Loan parties may license or sublicense on an exclusive or non-exclusive basis to unaffiliated third parties any Intellectual Property Collateral in the ordinary course of business on an arm's length basis to the extent such license or sublicense shall not materially and adversely interfere with the Loan Parties' business, operations or value.

7. **Nature and Termination of Administrative Agent's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Loan Parties' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Administrative Agent any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Loan Parties.** Loan Parties shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate and consistent with past business practices, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Loan Parties. Loan Parties shall not abandon any Intellectual Property Collateral, without the consent of Administrative Agent.

9. **Administrative Agent's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Loan Party to enforce the Trademarks, Patents, Copyrights and Licenses. If Administrative Agent shall commence any such suit, Loan Parties shall, at the request of Administrative Agent, do any and all acts and execute any and all instruments, documents and agreements required by Administrative Agent to enforce such Intellectual Property Collateral, and Loan Parties shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Administrative Agent's failure at any time or times hereafter to require strict performance by Loan Parties of any provision of this Agreement shall not waive, affect or diminish any right of Lenders thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lenders of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Loan Parties contained in this Agreement and no Event of Default by Loan Parties shall be deemed to have been suspended or waived by Lenders unless such suspension or waiver is in writing signed by officers of Administrative Agent and the Required Lenders and directed to Loan Parties specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party hereby authorizes Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as such Loan Party's true and lawful attorney-in-fact, with power, upon the occurrence and during the continuation of an Event of Default and commencement by Administrative Agent of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Loan Party's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Administrative Agent decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Administrative Agent may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Loan Party agrees to indemnify Administrative Agent and all Lenders for any infringement claims or other similar claims filed or asserted against Administrative Agent or any of the Lenders from the use of any of the Intellectual Property Collateral. Loan Parties hereby ratify all actions that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Loan Parties or any Loan Party and Administrative Agent have been terminated. Loan Parties acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any of the Lenders under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Loan Parties and their respective successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

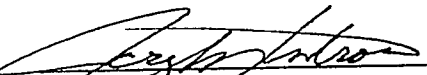
17. **Joint and Several.** All references to "Loan Parties" and "Loan Party" shall mean Borrower, HPS, and Holdings, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Loan Parties shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Borrower, HPS, and Holdings.

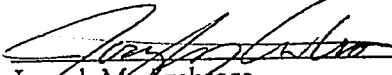
[signature page follows]

IN WITNESS WHEREOF, each Loan Party's duly authorized officer has executed this Agreement as of the date first set forth above.

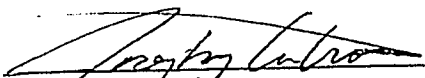
HORIZON HOBBY, LLC,
a Delaware limited liability company

HHI GROUP, LLC,
a Delaware limited liability company

By: 
Name: Joseph M. Ambrose
Title: Chief Executive Officer and President

By: 
Name: Joseph M. Ambrose
Title: Chief Executive Officer

HORIZON PRECISION SYSTEMS,
an Illinois limited liability company

By: 
Name: Joseph M. Ambrose
Title: President

ACCEPTANCE

The undersigned, PrivateBank, as Administrative Agent, accepts the foregoing collateral assignment of Intellectual Property.

THE PRIVATEBANK AND TRUST COMPANY,
an Illinois state chartered bank

By: _____
Name: Christopher O'Hara
Its: Managing Director

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Loan Party's duly authorized officer has executed this Agreement as of the date first set forth above.

HORIZON HOBBY, LLC,
a Delaware limited liability company

HHI GROUP, LLC,
a Delaware limited liability company

By: _____
Name: Joseph M. Ambrose
Title: Chief Executive Officer and President

By: _____
Name: Joseph M. Ambrose
Title: Chief Executive Officer

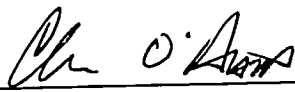
HORIZON PRECISION SYSTEMS,
an Illinois limited liability company

By: _____
Name: Joseph M. Ambrose
Title: President

ACCEPTANCE

The undersigned, PrivateBank, as Administrative Agent, accepts the foregoing collateral assignment of Intellectual Property.

THE PRIVATEBANK AND TRUST COMPANY,
an Illinois state chartered bank

By:  _____
Name: Christopher O'Hara
Its: Managing Director

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

Grantor	Trademark	Country	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	5IVE-B	USA	5079683	86875984	1-14-2016	11-8-2016
Horizon Hobby, LLC	5IVE-T	USA	4203490	85384437	7-29-2011	9-4-2012
Horizon Hobby, LLC	6iX	USA	4847674	86447158	11-6-2014	11-3-2015
Horizon Hobby, LLC	Absolute Force	USA	5134675	86935317	3-10-2016	1-31-2017
Horizon Hobby, LLC	Allusive	USA	4773082	86507016	1-19-2015	7-14-2015
Horizon Hobby, LLC	Alpha-6	USA	5061098	86875778	1-14-2016	10-11-2016
Horizon Hobby, LLC	Amp	USA	5142301	86521168	2-2-2015	2-14-2017
Horizon Hobby, LLC	Apprentice	USA	3966635	77416454	3-7-2008	5-24-2011
Horizon Hobby, LLC	ArtiZan	USA	4695602	86344671	7-22-2014	3-3-2015
Horizon Hobby, LLC	AS3X	USA	4091089	85360702	6-30-2011	1-24-2012
Horizon Hobby, LLC	AS3Xtra	USA	4688013	86318366	6-24-2014	2-17-2015
Horizon Hobby, LLC	Ascender	USA	4830960	86548146	2-27-2015	10-13-2015
Horizon Hobby, LLC	Athearn	USA	2199877	75374827	10-17-1997	10-27-1998
Horizon Hobby, LLC	Athearn	EU/CTM	8483844		8-11-2009	2-10-2010
Horizon Hobby, LLC	ATHEARN (in Chinese)	China	6246081		8-28-2007	3-28-2010
Horizon Hobby, LLC	ATHEARN (in English)	China	6246082		8-28-2007	3-28-2010
Horizon Hobby, LLC	AVC	USA	4642366	86073472	9-24-2013	11-18-2014
Horizon Hobby, LLC	Baja Rey	USA	5100838	86398982	9-18-2014	12-13-2016
Horizon Hobby, LLC	Barrage	USA	5138902	86935329	3-10-2016	2-7-2017
Horizon Hobby, LLC	BeatBox	USA	4714098	86315794	6-20-2014	3-31-2015
Horizon Hobby, LLC	Bind-N-Fly	USA	3726133	77400713	2-19-2008	12-15-2009

Grantor	Trademark	Country	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	Bind-N-Fly	EU/CTM	8484073		8-11-2009	2-10-2010
Horizon Hobby, LLC	Blade	Canada	703749	1329194	12-21-2006	12-21-2007
Horizon Hobby, LLC	Blade	USA	3342743	77065593	12-15-2006	11-27-2007
Horizon Hobby, LLC	Blade	EU/CTM	8569204		9-23-2009	3-30-2010
Horizon Hobby, LLC	BNF	USA	4993042	86818570	11-12-2015	7-5-2016
Horizon Hobby, LLC	BNF logo	USA	4997787	86828985	11-23-2015	7-12-2016
Horizon Hobby, LLC	C-Ray	USA	4679094	86344514	7-22-2014	1-27-2015
Horizon Hobby, LLC	Carbon Z	USA	4632601	85068845	6-22-2010	11-4-2014
Horizon Hobby, LLC	Carbon-Z	EU/CTM	9393604		9-22-2010	3-1-2011
Horizon Hobby, LLC	Chroma	USA	4861141	86548073	2-27-2015	11-24-2015
Horizon Hobby, LLC	Conscendo	USA	5005065	86764309	9-22-2015	7-19-2016
Horizon Hobby, LLC	Delta Ray	USA	4695592	86344550	7-22-2014	3-3-2015
Horizon Hobby, LLC	Delta-V	USA	3828309	77914927	1-19-2010	8-3-2010
Horizon Hobby, LLC	DeltaV	USA	3828310	77914938	1-19-2010	8-3-2010
Horizon Hobby, LLC	DirtRage	USA	5005126	86803789	10-29-2015	7-19-2016
Horizon Hobby, LLC	Dirtsmith	USA	5005127	86803803	10-29-2015	7-19-2016
Horizon Hobby, LLC	Dream. Explore. Fly.	USA	4767383	86344701	7-22-2014	7-7-2015
Horizon Hobby, LLC	DSM	USA	3040637	78464137	8-9-2004	1-10-2006
Horizon Hobby, LLC	DSM X	USA	4081262	85233522	2-3-2011	1-3-2012
Horizon Hobby, LLC	DSM2	USA	4091102	85365064	7-7-2011	1-24-2012
Horizon Hobby, LLC	DSM2	Customs	4091102	TMK 12-00642		6-22-2012
Horizon Hobby, LLC	DSM2	EU/CTM	13691291	13691291	1-29-2015	5-25-2015
Horizon Hobby, LLC	DSMR	USA	4839289	86261831	4-24-2014	10-27-2015
Horizon Hobby, LLC	DSMR	EU/CTM	13692447	13692447	1-29-2015	5-25-2015

Grantor	Trademark	Country	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	DSMX	EU/CTM	9876848	85/243,691	4-7-2011	9-12-2011
Horizon Hobby, LLC	DSMX	USA	4012639	85243691	2-16-2011	8-16-2011
Horizon Hobby, LLC	DSMX	Customs	4012639	TMK 12-00635		6-22-2012
Horizon Hobby, LLC	DuaLink	USA	3295527	78836890	3-14-2006	9-18-2007
Horizon Hobby, LLC	DuaLink	Customs	3295527	TMK 12-00632		6-22-2012
Horizon Hobby, LLC	Dymond	EU/CTM	10956316		6-12-2012	10-18-2012
Horizon Hobby, LLC	Dynamite	USA	3334879	78889050	5-22-2006	11-13-2007
Horizon Hobby, LLC	Dynamite	EU/CTM	8569139		9-23-2009	3-30-2010
Horizon Hobby, LLC	Dynamite	Ecuador	4177-13	IEPI-UIO-PI-SD-2012-27871-RE	9-7-2012	5-15-2013
Horizon Hobby, LLC	Dynamite	Canada	860911	1593623	9-11-2012	9-23-2013
Horizon Hobby, LLC	E-flite	China	7256149		3-16-2009	10-7-2010
Horizon Hobby, LLC	E-flite	USA	3068160	78594501	3-24-2005	3-14-2006
Horizon Hobby, LLC	E-flite	EU/CTM	8522261		9-2-2009	3-1-2010
Horizon Hobby, LLC	E-Flite	Ecuador	4178-13	IEPI-UIO-PI-SD-2012-27819-RE	9-7-2012	5-15-2013
Horizon Hobby, LLC	E-Flite	Canada	860905	1593458	9-10-2012	9-23-2013
Horizon Hobby, LLC	E-Flite	Canada	860907	1593460	9-10-2012	9-23-2013
Horizon Hobby, LLC	ECX	USA	4258835	85434125	9-28-2011	12-11-2012
Horizon Hobby, LLC	ECX	Canada	861451	1593624	9-11-2012	9-27-2013
Horizon Hobby, LLC	ECX	EU/CTM	13691308	13691308	1-29-2015	5-25-2015
Horizon Hobby, LLC	EFC	USA	4835633	86548217	2-27-2015	10-20-2015
Horizon Hobby, LLC	Electrix RC	USA	3929776	77890401	12-10-2009	3-8-2011
Horizon Hobby, LLC	Ember	USA	3639006	77614777	11-14-2008	6-16-2009
Horizon Hobby, LLC	Evolution	USA	2948897	76434790	7-26-2002	5-10-2005

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Horizon Hobby, LLC	Evolution	EU/CTM	13691464	13691464	1-29-2015	5-25-2015
Horizon Hobby, LLC	Evolution E	USA	2948896	76434739	7-26-2002	5-10-2005
Horizon Hobby, LLC	Fast Serve	USA	3062349	78449820	7-13-2004	2-28-2006
Horizon Hobby, LLC	Faze	USA	4714096	86315710	6-20-2014	3-31-2015
Horizon Hobby, LLC	FLIGHT-Flight-Model.com	Germany	3.0201E+11		3-4-2010	5-27-2010
Horizon Hobby, LLC	Focal	USA	5061100	86875996	1-14-2016	10-11-2016
Horizon Hobby, LLC	FORCE	USA	3932461	77926059	2-2-2010	3-15-2011
Horizon Hobby, LLC	Force RC	USA	5111298	86936053	3-10-2016	12-27-2016
Horizon Hobby, LLC	Force RC Logo (F)	USA	5111300	86936216	3-10-2016	12-27-2016
Horizon Hobby, LLC	FullWick	USA	5005128	86803838	10-29-2015	7-19-2016
Horizon Hobby, LLC	Funtana	USA	3422744	77294154	10-2-2007	5-6-2008
Horizon Hobby, LLC	Genesis	USA	3174217	78836896	3-14-2006	11-21-2006
Horizon Hobby, LLC	Genesis	EU/CTM	8636649	091454EU	10-23-2009	4-26-2010
Horizon Hobby, LLC	Glimpse	USA	4801223	86443788	11-4-2014	8-25-2015
Horizon Hobby, LLC	Hälix (Halix)	USA	4695600	86344642	7-22-2014	3-3-2015
Horizon Hobby, LLC	Hangar 9	China	7289355		3-30-2009	10-7-2010
Horizon Hobby, LLC	Hangar 9	USA	2538343	76300337	8-16-2001	2-12-2002
Horizon Hobby, LLC	Hangar 9	EU/CTM	8664401		11-5-2009	5-10-2010
Horizon Hobby, LLC	Hangar 9	Turkey	200960990		11-16-2009	12-17-2010
Horizon Hobby, LLC	Hangar 9	Ecuador	4179-13	IEPI-UIO-PI-SD-2012-27823-RE	9-7-2012	5-15-2013
Horizon Hobby, LLC	Hangar 9	Canada	TMA863,829	1593625	9-11-2012	10-29-2013
Horizon Hobby, LLC	Hobbies for Good	USA	4301904	85237987	2-9-2011	3-12-2013
Horizon Hobby, LLC	Hobby Zone (2 words)	EU/CTM	3621869		1-21-2004	9-5-2005
Horizon Hobby, LLC						

Grantor	Trademark	Country	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	Hobby Zone (two words)	Australia	927446		9-17-2002	6-18-2003
Horizon Hobby, LLC	Hobby Zone (two words)	USA	2526081	76032570	4-24-2000	1-1-2002
Horizon Hobby, LLC	HobbyZone	Canada	860908	1593461	9-10-2012	9-23-2013
Horizon Hobby, LLC	Hobbyzone (1 word)	China	7256148		3-16-2009	10-7-2010
Horizon Hobby, LLC	HobbyZone (1 word)	USA	2848727	76449452	9-9-2002	6-1-2004
Horizon Hobby, LLC	HobbyZone (1 word)	USA	3714520	77684454	3-5-2009	11-24-2009
Horizon Hobby, LLC	HobbyZone logo	Canada	TMA863,828	1593462	9-10-2012	10-29-2013
Horizon Hobby, LLC	Hobbyzone Radio	Australia	943690		2-14-2003	9-29-2003
Horizon Hobby, LLC	Horizon Attitude	USA	4231304	85451929	10-20-2011	10-23-2012
Horizon Hobby, LLC	Horizon Hobby	USA	4152879	85313158	5-5-2011	6-5-2012
Horizon Hobby, LLC	Horizon Hobby	EU/CTM	8361883		6-15-2009	12-24-2009
Horizon Hobby, LLC	Horizon Hobby	USA	4152787	85297492	4-18-2011	6-5-2012
Horizon Hobby, LLC	Horizon Hobby	China	6236804		8-23-2007	3-28-2010
Horizon Hobby, LLC	Horizon Hobby	Canada	TMA876,272	1593457	9-10-2012	4-23-2014
Horizon Hobby, LLC	Horizon Hobby	Canada	TMA876,968	1593456	9-10-2012	5-2-2014
Horizon Hobby, LLC	Horizon Hobby	USA	4982171	86762723	9-21-2015	6-21-2016
Horizon Hobby, LLC	Horizon Hobby	China	6244635		8-27-2007	3-28-2010
Horizon Hobby, LLC	Horizon Precision Systems	USA	4969238	86222920	3-17-2014	5-31-2016
Horizon Hobby, LLC	Horizon Precision Systems	EU/CTM	13692661	13692661	1-29-2015	5-25-2015
Horizon Hobby, LLC	Horizon Robotics	EU/CTM	12454121		12-20-2013	5-14-2014
Horizon Hobby, LLC	Inductrix	USA	4966269	86657639	6-10-2015	5-24-2016
Horizon Hobby, LLC	JR	USA	2746674	76434792	7-26-2002	8-5-2003
Horizon Hobby, LLC	JR	USA	2746675	76434793	7-26-2002	8-5-2003
Horizon Hobby, LLC	just fly.	USA	2994781	78428753	6-2-2004	9-13-2005

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Horizon Hobby, LLC	Kalahari	USA	4562569	85952133	6-6-2013	7-8-2014
Horizon Hobby, LLC	Kemora	USA	4562452	85926706	5-8-2013	7-8-2014
Horizon Hobby, LLC	Kemora	EU/CTM	10537546		1-2-2012	10-1-2012
Horizon Hobby, LLC	KickFlip	USA	4714097	86315779	6-20-2014	3-31-2015
Horizon Hobby, LLC	Kinexsis	USA	4823935	86489004	12-23-2014	9-29-2015
Horizon Hobby, LLC	Losi	EU/CTM	6036636		6-15-2007	3-31-2008
Horizon Hobby, LLC	Losi	USA	3481677	77172126	5-3-2007	8-5-2008
Horizon Hobby, LLC	Losi	Turkey	2009/60989		11-16-2009	12-17-2010
Horizon Hobby, LLC	Losi	China	6246080		5-3-2007	3-28-2010
Horizon Hobby, LLC	Losi	Ecuador	4373-13	IEPI-UIO-PI-SD-2012-27827-RE	9-7-2012	7-17-2013
Horizon Hobby, LLC	Losi	Canada	TMA878,793	1593626		5-27-2014
Horizon Hobby, LLC	Mach	USA	3209209	78884432	5-16-2006	2-13-2007
Horizon Hobby, LLC	Mach 25	USA	4947833	86610979	4-27-2015	4-26-2016
Horizon Hobby, LLC	McHenry	USA	3422363	77260771	8-21-2007	5-6-2008
Horizon Hobby, LLC	Micro-T	USA	3373563	77033081	10-31-2006	1-22-2008
Horizon Hobby, LLC	Mini T	USA	2933007	78355010	1-21-2004	3-15-2005
Horizon Hobby, LLC	Mystique	USA	4351443	85623309	5-11-2012	6-11-2013
Horizon Hobby, LLC	O	USA	2848725	76449450	9-9-2002	6-1-2004
Horizon Hobby, LLC	O	Canada	860909	1593463	9-10-2012	9-23-2013
Horizon Hobby, LLC	Outburst	USA	4857004	86610939	4-27-2015	11-17-2015
Horizon Hobby, LLC	ParkZone	China	7289354		3-30-2009	10-7-2010
Horizon Hobby, LLC	ParkZone	EU/CTM	8483729		8-11-2009	5-24-2010
Horizon Hobby, LLC	ParkZone	USA	2968715	78354923	1-21-2004	7-12-2005
Horizon Hobby, LLC	ParkZone	Turkey	2009/60991		11-16-2009	12-17-2010

Grantor	Trademark	Country	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	ParkZone	Canada	860912	1593627	9-11-2012	9-23-2013
Horizon Hobby, LLC	PhoenixR/C	EU/CTM	8132532		3-3-2009	11-11-2009
Horizon Hobby, LLC	PhoenixRC	EU/CTM	6338198		9-28-2007	8-8-2008
Horizon Hobby, LLC	PhoenixRC	USA	3790709	77432972	3-27-2008	5-18-2010
Horizon Hobby, LLC	Plug-N-Play	USA	3143541	78598011	3-30-2005	9-12-2006
Horizon Hobby, LLC	Pro Boat	China	7289356		3-30-2009	10-7-2010
Horizon Hobby, LLC	Pro Boat	USA	3342622	77022513	10-17-2006	11-27-2007
Horizon Hobby, LLC	Pro Boat	Ecuador	4374-13	IEPI-UIO-PI-SD-2012-27831-RE	9-7-2012	7-17-2013
Horizon Hobby, LLC	Pro Boat	Canada	860913	1593629	9-11-2012	9-23-2013
Horizon Hobby, LLC	Pro Boat logo	EU/CTM	13696571	13696571	1-30-2015	5-28-2015
Horizon Hobby, LLC	Race Roller	USA	3422367	77260800	8-21-2007	5-6-2008
Horizon Hobby, LLC	Radian	USA	3693794	77523783	7-16-2008	10-6-2009
Horizon Hobby, LLC	React	USA	5112152	86803730	10-29-2015	1-3-2017
Horizon Hobby, LLC	Reaction	USA	3463647	77190555	5-25-2007	7-8-2008
Horizon Hobby, LLC	Reaction	USA	4959925	86764017	9-22-2015	5-17-2016
Horizon Hobby, LLC	Ready To Roll	USA	2528546	76016636	3-31-2000	1-8-2002
Horizon Hobby, LLC	Recoil	USA	3439714	77260780	8-21-2007	6-3-2008
Horizon Hobby, LLC	Revolution	USA	4145219	85282302	3-31-2011	5-22-2012
Horizon Hobby, LLC	Roost	USA	5023787	86657613	6-10-2015	8-16-2016
Horizon Hobby, LLC	Roundhouse	USA	3103445	78563666	2-9-2005	6-13-2006
Horizon Hobby, LLC	Roundhouse	USA	3138084	78561654	2-7-2005	9-5-2006
Horizon Hobby, LLC	Ruckus	USA	4009689	85244647	2-17-2011	8-9-2011
Horizon Hobby, LLC	SAFE	USA	4587289	86015290	7-19-2013	8-19-2014
Horizon Hobby, LLC	SAFE Logo	EU/CTM	13962881	13962881	4-17-2015	3-18-2016

Grantor	Trademark	Country	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	Scimitar	USA	4207237	85337177	6-3-2011	9-11-2012
Horizon Hobby, LLC	Scimitar	EU/CTM	10460996	10460996	12-1-2011	4-30-2012
Horizon Hobby, LLC	Scimitar	Germany	3.02011E+11	3.02E+12	6-6-2011	1-13-2012
Horizon Hobby, LLC	Serious Fun	USA	4258904	85451059	10-19-2011	12-11-2012
Horizon Hobby, LLC	ShockWave	USA	3439715	77260808	8-21-2007	6-3-2008
Horizon Hobby, LLC	Simplifly	USA	3952657	85068812	6-22-2010	4-26-2011
Horizon Hobby, LLC	Slickrock	USA	4780459	86349956	7-28-2014	7-28-2015
Horizon Hobby, LLC	Slo-V	USA	3021979	78386897	3-18-2004	11-29-2005
Horizon Hobby, LLC	SmartDiff	USA	3755589	77553449	8-22-2008	3-2-2010
Horizon Hobby, LLC	Speedpack	USA	4886123	86742276	8-31-2015	1-12-2016
Horizon Hobby, LLC	Spektrum	EU/CTM	4925756		2-22-2006	5-28-2008
Horizon Hobby, LLC	Spektrum	Turkey	200942866		8-11-2009	10-8-2010
Horizon Hobby, LLC	Spektrum	USA	3080770	78490939	9-28-2004	4-11-2006
Horizon Hobby, LLC	Spektrum	China	7349886		4-24-2009	3-7-2011
Horizon Hobby, LLC	Spektrum	Ecuador	4375-13	IEPI-UIO-PI-SD-2012-27832-RE	9-7-2012	7-17-2013
Horizon Hobby, LLC	Spektrum	Canada	TMA867,444	1593631	9-11-2012	12-16-2013
Horizon Hobby, LLC	Splendor	USA	4372672	85863057	2-28-2013	7-23-2013
Horizon Hobby, LLC	Staufenbiel	EU/CTM	11285475		10-23-2012	3-4-2013
Horizon Hobby, LLC	Stealthwake	USA	4861144	86548115	2-27-2015	11-24-2015
Horizon Hobby, LLC	Stratocam	USA	4823968	86528672	2-9-2015	9-29-2015
Horizon Hobby, LLC	Team Losi	USA	1528416	73691352	10-23-1987	3-7-1989
Horizon Hobby, LLC	Team Losi	Turkey	2009/42869		8-11-2009	11-4-2010
Horizon Hobby, LLC	Team Losi	UK	2278691		8-22-2001	2-1-2002

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Horizon Hobby, LLC	Team Losi	Ecuador	4376-13	IEPI-UIO-PI-SD-2012-27833-RE	9-7-2012	7-17-2013
Horizon Hobby, LLC	Team Losi	Canada	870,048	1593630	9-11-2012	1-28-2014
Horizon Hobby, LLC	Team Losi	EU/CTM	16021801	16021801	11-11-2016	3-13-2017
Horizon Hobby, LLC	Team Losi Racing	USA	4691173	86260453	4-23-2014	2-24-2015
Horizon Hobby, LLC	Temper	USA	4847664	86443802	11-4-2014	11-3-2015
Horizon Hobby, LLC	The Operator's Choice	USA	5115759	86818124	11-12-2015	1-3-2017
Horizon Hobby, LLC	Theory	USA	5111344	86961748	4-1-2016	12-27-2016
Horizon Hobby, LLC	Thrust	USA	5061122	86887028	1-26-2016	10-11-2016
Horizon Hobby, LLC	TLR	USA	4009335	85214691	1-11-2011	8-9-2011
Horizon Hobby, LLC	TLR	EU/CTM	16021784	16021784	11-11-2016	3-13-2017
Horizon Hobby, LLC	TurboKick	USA	4837767	86331077	7-8-2014	10-20-2015
Horizon Hobby, LLC	Twin Hammers	USA	4372667	85860801	2-26-2013	7-23-2013
Horizon Hobby, LLC	UltraCote	USA	1462800	73651581	3-27-1987	10-27-1987
Horizon Hobby, LLC	Upshot	USA	4675480	86344180	7-22-2014	1-20-2015
Horizon Hobby, LLC	Vapor	USA	3604150	77485010	5-28-2008	4-7-2009
Horizon Hobby, LLC	Vaterra	USA	4372067	85797757	12-7-2012	7-23-2013
Horizon Hobby, LLC	Vaterra	EU/CTM	11493319	11493319	1-16-2013	1-16-2013
Horizon Hobby, LLC	Vaterra	China	12585619	1258619	5-15-2013	10-14-2014
Horizon Hobby, LLC	Vaterra	China	12585618	12585618	5-15-2013	10-14-2014
Horizon Hobby, LLC	Vaterra Kalahari	USA	4376587	85853282	2-20-2013	7-30-2013
Horizon Hobby, LLC	VisionAire	USA	4372670	85862025	2-27-2013	7-23-2013
Horizon Hobby, LLC	Voracity	USA	4861143	86548091	2-27-2015	11-24-2015
Horizon Hobby, LLC	VTV	USA	4699321	86344216	7-22-2014	3-10-2015
Horizon Hobby, LLC	Wake Your World	USA	4621263	86260653	4-23-2014	10-14-2014

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Horizon Hobby, LLC	Whipit	USA	4773106	86528482	2-9-2015	7-14-2015
Horizon Hobby, LLC	Xcelorin	EU/CTM	8543291		9-11-2009	3-8-2010
Horizon Hobby, LLC	Xcelorin	USA	3832311	77242196	7-30-2007	8-10-2010
Horizon Hobby, LLC	Zelos	USA	5014553	86764298	9-22-2015	8-2-2016
Horizon Hobby, LLC	Zeyrok	USA	5056113	86803630	10-29-2015	10-4-2016
Horizon Hobby, LLC	Zugo	USA	4966266	86656923	6-9-2015	5-24-2016

SCHEDULE B**PATENTS AND PATENT REGISTRATIONS**

Grantor	Patent	Country	Patent Number	Patent Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	Systems and Methods for Controlling RC Devices	USA	7,391,320	11/252,984	10-18-2005	6-24-2008
Horizon Hobby, LLC	Methods for completing a remotely controlled model vehicle system with a separate controller	USA	8,672,726	12/262,425	10-31-2008	3-18-2014
Horizon Hobby, LLC	Method and device for checking plane's entry into a dive and anti-dive devices for planes using the same	USA	7,515,070	11/202,571	8-12-2005	4-7-2009
Horizon Hobby, LLC	Scale-sized model train coupler	USA	D487,120	D175,932	2-13-2003	2-24-2004
Horizon Hobby, LLC	Electrical Connector Assembly	USA	7,374,460	11/736,460	4-17-2007	5-20-2008
Horizon Hobby, LLC	Airfoils and Method for Constructing Airfoils	USA	8,201,776	12/707,168	2-17-2010	6-19-2012
Horizon Hobby, LLC	Motor-driven releasing landing gear of model airplane	USA	200920061135.3	CN200920061135	7-24-2009	5-5-2010
Horizon Hobby, LLC	Battery Case	USA	D631,835	D/351,492	12-7-2009	2-1-2011
Horizon Hobby, LLC	Rotor Head Design	USA				
Horizon Hobby, LLC	Control Servo	USA	7,898,130	12/087,242	4-17-2007	3-1-2011
Horizon Hobby, LLC	Digital Inclinometer and Related Methods	USA	6,880,258	10/648,460	8-26-2003	4-19-2005
Horizon Hobby, LLC	Systems and Methods for Controlling RC Devices	USA	8,330,583	13/267,548	10-6-2011	12-11-2012
Horizon Hobby, LLC	A Flight Control System for a Model Aircraft	USA	8,473,117	13/104,419	5-10-2011	6-25-2013
Horizon Hobby, LLC	Multi-Axis Balancing Propellers and Methods for Balancing Same	USA		13/644,759	10-4-2012	
Horizon Hobby, LLC	Glow plug for an engine	USA	D516,086	D/210,169	7-28-2004	2-28-2006
Horizon Hobby, LLC	Engine head	USA	D497,368	D/198,710	2-3-2004	10-19-2004
Horizon Hobby, LLC	Engine	USA	D493,806	D/170,357	11-4-2002	8-3-2004

Grantor	Patent	Country	Patent Number	Patent Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	Dynamic Vehicle Suspension for a Radio-Controlled Vehicle	USA	9,079,471	14/255,339	4-17-2014	7-14-2015
Horizon Hobby, LLC	Flight Modes and Protection Envelopes Based on Inertial Attitude Estimates for Radio-Controlled Airplanes	USA	9,056,667	13/900,031	5-22-2013	6-16-2015
Horizon Hobby, LLC	Chassis for a Remotely Controlled Vehicle	USA	9,592,724	14/701,048	4-30-2015	3-14-2017
Horizon Hobby, LLC	Three Dimensional Spread Spectrum Remote Control System	USA		13/364,917	2-2-2012	
Horizon Hobby, LLC	Servomotor Control Systems and Methods	USA	9,360,846	13/865,042	4-17-2013	6-7-2016
Horizon Hobby, LLC	Optical Spread Spectrum Detection and Ranging	USA	9,354,318	14/639,791	3-5-2015	5-31-2016
Horizon Hobby, LLC	Dynamic Stabilization System and Methods For an RC Vehicle	USA	9,320,977	14/292,307	5-30-2014	4-26-2016
Horizon Hobby, LLC	Safety Systems and Methods for Battery Charger With Internal Power Source	USA		62/163,148	5-18-2015	
Horizon Hobby, LLC	Aerial Vehicle	USA		29/523,315	4-8-2015	
Horizon Hobby, LLC	Sensor Display Device	USA		29/519,688	3-6-2015	
Horizon Hobby, LLC	Transmitter	USA	D774,933	29/519,700	3-6-2015	12-27-2016
Horizon Hobby, LLC	Electrical Connector	USA	D777,113	29/521,307	3-23-2015	1-24-2017
Horizon Hobby, LLC	Electrical Connector	USA	D777,676	29/524,355	4-20-2015	1-31-2017
Horizon Hobby, LLC	Battery Charger	USA	D761,727	29/476,004	12-10-2013	7-19-2016
Horizon Hobby, LLC	Battery Charger	USA	D762,568	29/471,654	11-4-2013	8-2-2016
Horizon Hobby, LLC	Battery Charger	USA	D762,166	29/476,006	12-10-2013	7-26-2016
Horizon Hobby, LLC	Rotary Damper	USA	9,182,004	14/146,290	1-2-2014	11-10-2015
Horizon Hobby, LLC	Swash Servo Mount	USA	D746,882	29/476,620	10-16-2013	1-5-2016
Horizon Hobby, LLC	Battery Charger	USA	D762,569	29/476,008	12-10-2013	8-2-2016
Horizon Hobby, LLC	Battery Charger with Internal Power Storage	USA		62/137,805	3-24-2015	

Grantor	Patent	Country	Patent Number	Patent Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	Actuating Device	USA	D578,146	29/294,540	1-17-2008	10-7-2008
Horizon Hobby, LLC	Steering Engine	USA	200720069025.2	CN2/0720069025	4-17-2007	2-13-2008
Horizon Hobby, LLC	DXvi Transmitter	USA		29/539,280	9-11-2015	
Horizon Hobby, LLC	Transmitter	USA	D740,708	29/480,636	1-28-2014	10-13-2015
Horizon Hobby, LLC	Radio-Frequency Link Synchronization for Radio-Controlled Devices	USA		14/156,570	1-16-2014	
Horizon Hobby, LLC	Systems and Methods for Open-Loop Control of a Brushless Motor	USA		14/190,805	2-26-2014	
Horizon Hobby, LLC	Systems and Methods for Causing a Rotational Force to be Applied to Vehicle	USA	9,120,511	14/193,035	2-28-2014	9-1-2015
Horizon Hobby, LLC	Remote Electro-Aeroplane	USA	6,520,823	09/834,885	4-16-2001	2-18-2003
Horizon Hobby, LLC	Multi-Axis Balancing Propellers and Methods for Balancing Same	USA		14/015,430	8-30-2013	
Horizon Hobby, LLC	Electrical Connector	USA		35/001086	9-23-2015	
Horizon Hobby, LLC	Model Steering Engine	USA	2007001249	WO2007CN01249	4-17-2007	10-23-2008
Horizon Hobby, LLC	Systems and Methods for Inertially-Instituted Binding of a RC Vehicle	USA		14/927,005	10-29-2015	
Horizon Hobby, LLC	Geo-Fencing Systems and Methods for Aerial Vehicles	USA		14/927,913	10-30-2015	
Horizon Hobby, LLC	Quadcopter	USA		29/552,910	1-27-2016	
Horizon Hobby, LLC	DX6R Transmitter	USA	D782,962	29/552,911	1-27-2016	4-4-2017
Horizon Hobby, LLC	Indirect Motor Drive Train For RC Vehicles	USA		62/287,710	1-27-2016	
Horizon Hobby, LLC	DX20 Transmitter Design	USA		29/556,867	3-3-2016	
Horizon Hobby, LLC	R/C Vehicle Chassis	USA		29/556,874	3-3-2016	
Horizon Hobby, LLC	Electrical Connector	USA		35/001,100	10-20-2015	
Horizon Hobby, LLC	Systems and Methods for Battery Charger with Internal Power Source	USA		15/080031	3-24-2016	

Grantor	Patent	Country	Patent Number	Patent Application Number	Date of Application	Date of Registration
Horizon Hobby, LLC	Systems and Methods for Battery Charger with Safety Component	USA		15/080010	3-24-2016	
Horizon Hobby, LLC	Systems and Methods for Battery Charger with Safety Component	USA		US2016/024002	3-24-2016	
Horizon Hobby, LLC	Optical Spread Spectrum Detection and Ranging	USA	9,575,185	15/167,025	5-27-2016	2-21-2017
Horizon Hobby, LLC	Transmitter	USA		29/575,251	8-23-2016	
Horizon Hobby, LLC	Transmitter	USA	D782,582	29/575,253	8-23-2016	3-28-2017
Horizon Hobby, LLC	Transmitter	USA		29/572,391	7-26-2016	
Horizon Hobby, LLC	Multi-Mode Gimbal Transmitter	USA		62/385,080	9-8-2016	
Horizon Hobby, LLC	Wing Lock and Disconnect Mechanism for RC Aircraft	USA		62/382,697	9-1-2016	
Horizon Hobby, LLC	Electrical Connector	USA	DM/092,097	13/03	10-20-2015	10-20-2015
Horizon Hobby, LLC	Flying Wing	USA		29/582,464	10-27-2016	
Horizon Hobby, LLC	Adjustable Vehicle Chassis for an RC Vehicle	USA		62/418,255	11-6-2016	
Horizon Hobby, LLC	R/C Vehicle with Adjustable Chassis	USA		62/451,599	1-27-2017	
Horizon Hobby, LLC	Self-Righting RC Boat	USA		62/451,702	1-28-2017	
Horizon Hobby, LLC	Indirect Motor Drive Train For RC Vehicles	USA		15/416,592	1-26-2017	
Horizon Hobby, LLC	Remote Controls [Wireless]	USA	003759976-0001			2-20-2017
Horizon Hobby, LLC	Remote Controls [Wireless]	USA	003759976-0002			2-20-2017

SCHEDULE C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

Title	Reg. No.	Reg. Date	Registrant/Parties
Fast Serve release 4.0 : user's manual	TX0003010316	1990-10-24	Horizon Hobby Distributors
Hobby shop news : the how-to, what's new hobby publication	CSN0079563	Serial Publication Year: 1991	Horizon Hobby Distributors, Inc.
Hobby shop news : the how-to, what's new hobby publication Issues registered:	CSN0079563	Serial Publication Year: 1990	Horizon Hobby Distributors, Inc.
v. 1, no. 7, winter 90. Created 1990; Pub. 1990-02-01	TX0002760595	1990-02-23	
v. 1, no. 8, spring 90. Created 1990; Pub. 1990-04-26	TX0002811497	1990-05-02	
v. 2, no. 3, summer 90. Created 1990; Pub. 1990-07-25	TX0002910317	1990-09-27	
v. 2, no. 4, fall-winter 90. Created 1990; Pub. 1990-12-07	TX0002968708	1990-12-19	
Hobby shop news : the how-to, what's new hobby publication Issues registered:	CSN0079563	Serial Publication Year: 1989	
v. 1, no. 3, Mar89. Created 1989; Pub. 1989-01-20	TX0002492827	1989-02-06	
v. 1, no. 4, Apr89. Created 1989; Pub. 1989-02-15	TX0002508730	1989-03-06	
v. 1, no. 5, summer 89. Created 1989; Pub. 1989-06-23	TX0002596324	1989-07-10	
v. 1, no. 6, fall 89. Created 1989; Pub. 1989-10-01	TX0002677020	1989-11-07	
Hobby shop news : the how-to, what's new hobby publication Issues registered:	CSN0079563	Serial Publication Year: 1988	Horizon Hobby Distributors, Inc.
v. 1, no. 1, Jan89. Created 1988; Pub. 1988-11-15	TX0002451327	1988-12-02	
v. 1, no. 2, Feb89. Created 1988; Pub. 1988-12-15	TX0002470882	1989-01-03	

Title	Reg. No.	Reg. Date	Registrant/Parties
New horizons Issues Registered:	CSN0080177	Serial Publication Year: 1988	Horizon Hobby Distributors, Inc.
v. 4, no. 6, Jun88. Created 1988; Pub. 1988-06-01	TX0002327835	1988-06-20	
v. 4, no. 7, Jul88. Created 1988; Pub. 1988-07-05	TX0002350104	1988-07-18	
v. 4, no. 8, Aug88. Created 1988; Pub. 1988-08-01	TX0002376394	1988-08-19	
v. 4, no. 9, Sep88. Created 1988; Pub. 1988-09-01	TX0002396967	1988-09-22	
v. 4, no. 10, Oct88. Created 1988; Pub. 1988-10-01	TX0002421863	1988-10-24	
Fast Serve release 4.1 user's manual	TX0003513491	1993-03-02	Horizon Hobby Distributors, Inc.
Hobby shop news presents Hop-Up Hints : Blackfoot.	TX0002944599	1990-10-22	Horizon Hobby Distributors, Inc.
Hobby shop news presents Hop-Up Hints : Clod Buster	TX0002944598	1990-10-22	Horizon Hobby Distributors, Inc.
Hobby shop news presents Hop-Up Hints JR-X Pro/JR-XT	TX0002943730	1990-10-24	Horizon Hobby Distributors, Inc.
Hobby Shop presents Hop-Up Hints : King Cab/Hi-Lux	TX0002944428	1990-10-22	Horizon Hobby Distributors, Inc.
Hop-Up Hints : FX10	TX0002943791	1990-10-23	Horizon Hobby Distributors, Inc.
Hop-Up Hints : RC10 tech tips	TX0002943790	1990-10-23	Horizon Hobby Distributors, Inc.
Fast serve release 4.0: Users's manual and 16 other titles. [Intellectual property security agreement.]	V9907D381	2014-01-31	Party 1: Horizon Hobby, Inc f.k.a. Horizon Hobby Distrubutors, Inc. Hobbyshopnow, Inc. HHI Group, LLC HHI Acquisition, LLC Party 2: RBS Citizens Business Capital, a division of RBS Asset Finance, Inc.
Blade CX Photographs (5), instruction manual (1), and drawing (1)	VA0001625954	2008-01-08	Horizon Hobby, Inc.
Blade CX2	PA0001591303	2008-01-08	Horizon Hobby, Inc.
BLADE CX2 photographs (12), instruction manual (1), and drawing (1)	VA0001625953	2008-01-08	Horizon Hobby, Inc.
computer code embedded in radio transmitter/receiver circuit	TX0007226001	2010-09-24	Horizon Hobby, Inc.